

TERMS AND CONDITIONS AND OPERATOR-PARTICIPANT CONTRACT

1. TERMINOLOGY AND TRIP-SPECIFIC DETAILS: As used in these Terms and Conditions and Operator-Participant Contract:

- a. "Activity" means all recreational or other activities in the course of the Trip.
- b. "Air Carrier" means **Icelandair**.
- c. "Aircraft" means a privately chartered **Boeing 757 jet with 82 VIP-style seats**.
- d. "Departure City" means **Santa Ana, CA**.
- e. "Guest," "Participant," "you" and "your" refer to the guest or passenger making a Trip or travel reservation with us and also applies to any member of a guest's or passenger's traveling party.
- f. "Guest Confirmation" means the confirmation of booking.
- g. "Operator," "our," "us," "we" refer to **ABD, LLC d/b/a Adventures by Disney, 500 South Buena Vista Street, Burbank, CA 91521**.
- h. "Return City" means **Orlando, FL**.
- i. "Surety Bond" means a surety bond **ABD #404250169** issued by Surety Company.
- j. "Surety Company" means **Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02116**.
- k. "OPC" means these Terms and Conditions, and Operator-Participant Contract.
- l. "Trip" means **Disney Parks Around The World—A Private Jet Adventure, July 9–August 1, 2023*** on our website, catalog, or marketing materials, or an Adventure you have reserved that is set forth in your Guest Confirmation and includes all Activities.
- m. "Trip Itinerary" see <https://www.adventuresbydisney.com/global-adventures/global-jet-adventures/>.
- n. "Trip Price" means **\$109,995** per person (double occupancy) with a **\$10,995** single supplement.

2. SERVICE PROVIDERS/SUPPLIERS: We may license or engage qualified professional tour operators to organize and administer activities or travel. Any such designated tour operator, its parent, subsidiaries, and assigns, and their respective employees, affiliates, officers, directors, successors, representatives, agents and assigns (collectively "Tour Operator"), in turn, acts only as an agent for any transportation carrier, hotel, ground operator, restaurants, or other suppliers of services connected with specific itineraries ("Suppliers"). The Suppliers are solely responsible and liable for providing their respective services and neither we nor Tour Operators are responsible for delay, mishap, inconvenience, expense, irregularity, bodily injury, illness, emotional distress, death, or loss to property occasioned by or through the conduct or omission of a Supplier, each of which is subject to the laws of the country or state where the services are provided. In addition, the passenger tickets in use by any carriers will constitute the sole contract between you and the carrier; the carriers are not responsible for any act, omission, or event during the time you are not aboard their conveyances.

3. INDEPENDENT ACTIVITIES: If you decide to participate in any activity or excursion that is not arranged or led by us, or the Tour Operator, neither we nor the Tour Operator shall have any responsibility for or control over your safety or well-being, which will be solely your responsibility.

4. PRIVACY POLICY AND COMMUNICATION PREFERENCES: Guest consents to this OPC and the Terms of Use (see <https://disneytermsofuse.com/>), and acknowledges Guest has read our Privacy Policy (see <https://privacy.thewaltdisneycompany.com/en/>) and, as applicable, Your California Privacy Rights (see <https://privacy.thewaltdisneycomp your-california-privacy-rights/>). If any portion of the Trip is fulfilled by Suppliers (as defined above), by booking the Trip, Guest understands that we may provide Guest personal information to Suppliers for their independent use to fulfill the reservation. If Guest is receiving any catalogs or mailings, have address updates, or would like to update marketing communication preferences, please visit: <https://privacy.thewaltdisneycompany.com/en/privacy-controls/communication-choices/>.

5. TRIP ACTIVITY LEVEL AND REQUIREMENTS: You are advised to carefully read the details of your selected itinerary before booking a Trip. Certain itineraries may not be suitable for all Guests, including Guests with disabilities, due to terrain/local conditions, the nature of the activities, or otherwise. Neither our staff nor our Suppliers/contractors may physically assist Guests who need or may need assistance during the Trip or with respect to any Activity. **Guests should expect to walk at least one mile without resting, walk comfortably on uneven terrain, walk up and downhill comfortably, walk up to 25 stairs to board and descend the private jet, and to carry up to 10 pounds in a backpack.** Boarding assistance will be provided at all U.S. airports, the first foreign airport after departure from the United States, and the last foreign airport before arrival in the United States, if applicable, as provided by Part 382 of the U.S. Department of Transportation's rules, but other airports may not provide assistance. If the Guest cannot participate in the Trip at a reasonable pace, or requires extra assistance, arrangements may be made for private touring at each destination, if necessary, at the discretion of our Trip staff. Depending upon the nature of the arrangements, extra costs for such arrangements will be your responsibility. If you would like to forgo some of the scheduled sightseeing to rejuvenate and relax, you may feel free to do so at any time. All Guests are strongly encouraged to consult with their personal physician before booking a reservation. Please contact us about specific itineraries or activities.

6. PHYSICIAN APPROVAL FOR TRAVEL: We have engaged an independent physician group to staff the Trip with a U.S.-licensed physician ("Trip Physician"). The Trip Physician determines whether an individual may be able to/ought to participate in the Trip, and is available to Guests to provide certain professional medical services during the Trip. You understand and agree that the Trip Physician is not an agent or employee of ours.

As a condition of participation in the Trip (except as applicable to air transportation as provided by Part 382 of the U.S. Department of Transportation's rules), you must obtain your personal physician's approval to join this Trip. We will send you a Physician Approval for Travel form for your personal physician to complete. The completed form should be submitted directly to the Trip Physician as directed by us or on the form. You understand and agree that the Trip Physician may share information from the completed form with us. For the latest recommendations on specific health precautions for the areas visited, you should consult your physician and the U.S. Centers for Disease Control and Prevention.

7. ALLERGIES AND SPECIAL DIETARY REQUESTS: On the Trip, meals are prepared based on the availability of ingredients in each destination. Please keep in mind specific meal requests may not be available at every stop. Further, please be advised that food and beverage locations are not owned or operated by us. For food and beverage offerings arranged by us, we use reasonable efforts to communicate special dietary requests to the locations and, for pre-packaged retail food and beverage, we rely on supplier/manufacturer ingredient labels. Please contact us so you can make an informed choice because food preparation processes and menus vary by location. You are responsible for deciding whether any particular offering meets your requirements. We cannot guarantee that any offering is completely free of allergens.

8. ELIGIBILITY/MINORS: Our website establishes minimum eligibility ages for each itinerary as well as recommended minimum ages, which are based on several factors; however, some Activities may have weight or height restrictions and/or different minimum ages than our overall minimum eligibility age or recommended minimum age. Please contact us for details. All persons under age 18 must be accompanied by a parent or legal guardian over age 21 in the same room. In the event a minor is not accompanied by all legal guardians on the Trip, you agree to carry (or will ensure that the approved traveling companion, if any, carries) a notarized document from each legal guardian not on the Trip, granting approval for the minor to travel on the Trip and to present said documents to any authority requesting them. In the event you are the sole guardian of the minor, you agree to carry documentation evidencing such and present to any authority when requested.

9. REPRESENTATION OF HEALTH/SAFETY/RIGHT TO TERMINATE: By booking your Trip, you represent and certify that you and all members of your traveling party: (i) have carefully read the details of the Trip Itinerary and selected an itinerary that is appropriate for each person's abilities; (ii) do not have any impairment or disability which might present a safety risk during the Trip or any of the Activities; (iii) have consulted with a personal physician as appropriate; and (iv) will immediately advise us if anyone in your travel party is unable to meet the safety requirements that are necessary for the safe operation of the Trip or Activity. If your circumstances change between the date of booking and the Trip departure, you must inform us as soon as possible and advise us of any special requests.

We reserve the right to cancel, terminate, discontinue or modify any reservation, Trip, or Activity, if the Guest cannot meet the safety requirements that are necessary for safe operation or fails to obey signage, instructions, protocols, or rules. We further reserve the right to (i) immediately terminate any Trip or Activity if the Guest is disruptive or otherwise adversely impacts the experience for others, without any refund to the Guest and (ii) make changes to the Trip Itinerary or Activity as appropriate for safety, security, comfort or convenience, without liability or notice.

10. PREGNANCY: Airlines and local Suppliers, may have restrictions applicable to women who are pregnant, and depending on the week of pregnancy, pregnant women may not be permitted to book or participate in certain Activities. For these select itineraries, neither a physician's medical statement nor a waiver of liability will be accepted by us. We cannot be held responsible or liable for any complications relating to pregnancy at any stage. If pregnant, you are strongly encouraged to consult with your personal physician before booking a Trip regardless of itinerary. Please contact us if you have questions about specific itineraries.

11. TRAVEL INSURANCE: Travel insurance is strongly recommended and is available through multiple independent travel insurance providers. Travel insurance typically provides coverage for Trip cancellation and interruption, baggage protection and delay, travel accidents and delay, and emergency medical and dental services and certain associated transportation. If you do not purchase travel insurance, you are responsible for any medical expenses, any medical evacuation costs, and any other costs arising during your travel.

Trip-cancellation insurance is available at an additional cost. For more information about how to enroll in an option available through Travel Insurance Services, contact your Private Jet Adventure Manager.

12. PRICING DETAILS: All prices are (i) per person based on two persons sharing a room, unless otherwise noted, (ii) quoted in U.S. dollars, (iii) estimates based on tariffs, currency values, airfares and third-party charges, and (iv) subject to change prior to booking. Prices vary for each Trip based primarily on when you book, when you travel, room configuration and room location.

Once your deposit and signed Agreement (defined below) is received by us, your Trip Price is guaranteed, except where price increases may result from increases in government taxes or fees. Guests added to your party after initial booking will be priced at the then-prevailing rate. A limited number of single rooms are available at an extra cost on a first-come, first-served basis. Suite rooms are available in some destinations; more information about them, including their extra costs, will be sent to you in the months before your departure.

13. WHAT IS INCLUDED IN THE PRICE: Aircraft that departs from Departure City and returns to Return City. Deluxe or best available accommodations and all applicable taxes in the destinations and options as indicated in the catalog or on the website, from arrival at the first hotel through departure from the last hotel. All meals beginning with dinner on the first night of the Trip and ending with breakfast on the last morning of the Trip. All taxes; airport transfers at the beginning and end of the Trip; group transportation; excursions; special events and activities; extensive program of options at most destinations;

enrichment program, including lectures by a team of experts; services of professional staff, including a Trip Physician; amenities package; \$50,000 medical evacuation insurance (which includes minimal accident/sickness/baggage insurance) for covered reasons; bottled or potable water throughout the Trip (during sightseeing, at scheduled meals, and in your room); all beverages, including liquor, aboard the private jet; liquor during special events and cocktail parties on land; house wine and/or beer at lunch and dinner; nonalcoholic beverages at all scheduled meals on land; baggage handling during the Trip; Internet access in hotels, where available; and tips or gratuities to Trip staff, private jet crew, local guides, drivers, porters, and waitstaff. Any tips or gratuities not specifically mentioned as included in the total Trip Price will be at your discretion. No refund will be made for any accommodations or services included in the Trip Price that you voluntarily do not use. The exact Trip itinerary, name and location of hotels, length of stay at each hotel, and other ground accommodations and services are set forth in the Trip Itinerary, which is by this reference expressly incorporated herein.

14. WHAT IS NOT INCLUDED IN THE PRICE: Commercial airfare from your home city to Departure City, and from Return City, to your home city; optional and additional accident/baggage/cancellation insurance; passport and visa fees; personal expenses such as laundry, telephone, and fax fees; all beverages not mentioned above as included; hotel minibar charges; meals not scheduled by us; any tips or gratuities not specifically mentioned as included in the total Trip Price; cost of pre-trip inoculations obtained as a condition of participating in the Trip; personal medications; and any medical expenses, medical evacuation, hospitalization, or other emergency medical service not supplied by a Trip Physician or covered by the provided medical evacuation insurance.

15. DEPOSIT AMOUNTS: A \$5,000 per-person deposit is required to hold a reservation for 48 hours to allow you time to review and sign the General Release, COVID-19 Release, and Travel Agreement (incorporating the OPC) (the “Hold Period”) after which your reservation will be confirmed. If you do not return a signed Agreement within 48 hours, your reservation will be released and your deposit will be refunded within 7 days. For reservations made within the timeframe between the Final Payment Date (as defined below) and departure, you must pay an amount equal to 100% of the Trip Price, but your reservation will remain fully refundable for the Hold Period. The deposit may be made by check, wire transfer, or major credit card.

16. PAYMENT AMOUNTS AND DUE DATES: The following are the payment amounts and dates that apply, unless the reservation is made on or after the Final Payment Date, in which case 100% of the Trip Price is required to be paid at the time of reservation:

	Amount Due	Date Due
Second Payment	\$20,000 per person	November 11, 2022
Final Payment	Remaining balance of Trip Price per person	March 11, 2023

The second payment and final payment may be made by check, wire transfer, or major credit card. Payment instructions will be included with each invoice. We may cancel your reservation if full payment has not been received by the final payment date.

With your authorization, if the Trip is fully booked when your reservation request is received, we can collect the deposit and place your name on a waiting list in the event other Guests cancel their reservations. Even if you authorize us to put your name on a waiting list and collect your deposit, we will notify you within 7 days if the Trip is still fully booked.

17. GUEST CANCELLATIONS AND REFUNDS: Failure to strictly comply with the deposit and final payment schedules, or any other applicable policies and procedures, will result in the automatic cancellation of pending reservations and applicable fees will be assessed.

You must cancel in writing, by mail or email. The time of cancellation will be the date of the postmark or upon which we receive email notice from you.

Unless stated otherwise in your Guest Confirmation, the following cancellation policy shall apply:

If your notice is received...	You will receive a refund of all payments (including deposit) less a...
On or before July 9, 2022	\$2,500 per-person cancellation fee
From July 10, 2022 to November 11, 2022	\$5,000 per-person cancellation fee.
From November 12, 2022 to January 10, 2023	\$15,000 per-person cancellation fee.
From January 11, 2023 to March 11, 2023	\$25,000 per-person cancellation fee.
On or after March 12, 2023	No refund.

Notwithstanding the above cancellation fee schedule: for reservations made subject to a Hold Period, any payments made shall be fully refundable during the Hold Period.

The cancellation fees set forth above shall apply irrespective of resale by us. Cancellation policy for group travel may vary. **Please contact us or your travel agent, if applicable, for complete details.**

Refunds will be processed within 14 days of receipt of your notice of cancellation. Arriving late or leaving a Trip in progress, for any reason whatsoever, will not result in a refund, and no refunds will be made for any unused portions of a Trip. If you cancel and provide a substitute participant for the Trip, you will receive from us a full refund of money paid toward the price once the substitute participant has paid in full. **Please note that the costs for visas, commercial air tickets, insurance, suite upgrades, and pre- or post-Trip independent arrangements may not be refundable.**

18. SECURITY AGREEMENT: Your payments are protected by a Surety Bond issued by Surety Company (the "Security Agreement"). Any claims against this Security Agreement must be filed with us or Surety Company within 60 days of the termination of the Trip. Termination means the date of arrival (or in the case of a canceled flight, the intended date of arrival) of the return flight. If there is no return flight in your Trip Itinerary, termination means the date or intended date of departure of the last flight in your Trip Itinerary. After that time, we and Surety Company will be released from liability under the Security Agreement.

19. PRE- AND POST-TRIP EXTENSIONS AND EXTRA ARRANGEMENTS: We recommend that you arrive a day or two prior to the start of your Trip to get acclimated and to allow for unexpected travel delays. Also, you may choose to stay a day or two after to extend your Trip on your own. Both pre- and post-stays are available at additional cost to you. Please contact us for price, details and availability, which are not guaranteed. On some Trips, airport meet & greet and hotel transfer services are available in connection with these additional days. Our special rates for these additional days are only available if booked through us in conjunction with a Trip and cannot be combined with any other offer. Canadian Guests please contact your travel agent.

The policies regarding deposits, payments, and cancellations for all Trips also apply to pre- and post-Trip extensions and hotel nights, and extra arrangements confirmed on any Guest's behalf, unless otherwise noted. Any revisions made to the booking, such as a change in departure date or choice of Trip, are subject to the cancellation policy.

20. AIR TRAVEL: Neither we, the Tour Operator, Suppliers, nor any of their affiliates, will be liable for any air carrier's cancellation penalty incurred by the purchase of a nonrefundable ticket to or from the Guest's Trip home city to or from the Departure City and Return City. Any airline tickets issued are subject to the carrier's refund policy.

We only book flight reservations originating or terminating in the U.S. Our fares, which are non-refundable, must be purchased in conjunction with a Trip, and payment in full is due at the time of booking the flight. Airlines may impose change or cancellation charges in addition to those set forth above. In purchasing, selling or arranging your airfare, we are acting as your agent only and have no liability or responsibility for the performance of services by the airlines including, but not limited to, accident, death, personal injury, property damage or flight cancellation or delay. Your airline ticket and associated terms and conditions constitute the entire agreement between you and the airline (and not us), even if purchased through us. It is your responsibility to apprise yourself of, and comply with, the airlines' terms and conditions of service and airport security requirements.

21. ITINERARY MODIFICATIONS/OUR RIGHT TO CANCEL: We will make every reasonable effort to operate the Trips as advertised; however, we and Tour Operator reserve the right to curtail or modify the Trip Itinerary, including, but not limited to, curtailment or modification of Activities, hotels, meals, transportation, and Experts, as we deem necessary. Please also note that during certain holidays and peak periods or due to repairs or renovations, some Activities may be disrupted or unavailable. Deviations from planned Trip itineraries or any aspects of the travel may occur. We and Tour Operator further reserve the right to reduce the number of Experts, and to modify other services to accommodate a smaller group, if a minimum number of guests is not reached. None of these modifications or changes shall affect the Trip Price or entitle you to any credit or refund.

We shall also have the right, in our sole and absolute discretion, including, but not limited to prior disputed or suspected fraudulent payment transactions, to cancel from time to time any and all reservations, in whole or in part, and, in cases where we have received a valid and confirmed payment, we will provide a full refund.

We reserve the right to cancel any Trip because of inadequate enrollment that makes the Trip economically infeasible to operate or because of good-faith concerns with respect to the safety, health, or welfare of the Guests. If we cancel a Trip prior to departure, the Guest will be provided with a full refund of monies paid.

If a Guest elects to leave a Trip in progress of their own volition, the Guest will not receive any type of refund. If we or the Tour Operator cancels the Trip in progress and the Guest elects not to immediately return to his/her original point of departure for the Trip, or if the Guest elects to leave a Trip in progress of their own volition, the Guest acknowledges and agrees that (i) the Guest shall be solely responsible for Guest's travel plans once Guest departs the Trip, (ii) neither we nor the Tour Operator shall have any responsibility for or control over your safety or activities once you depart the Trip, and (iii) you will be solely responsible for any and all costs that may arise out of the your decision to not return to your original point of departure from the cancelled Trip in progress. Except as outlined above when we cancel a Trip, you will have full responsibility for any expenses, including any nonrefundable expenses, incurred by you in preparing for a cancelled Trip or for any additional arrangements should you embark prior to the scheduled group departure date.

We reserve the right to cancel a Trip for any reason, provided we notify you in writing within 7 days after the cancellation occurs, but no later than 10 days before the scheduled departure date. A full refund will be made within 14 days after such cancellation. **We will not cancel a Trip less than 10 days before departure, except for circumstances that make it physically impossible to perform the Trip.** If such a circumstance occurs, we will notify you as soon as possible; and if the Trip is canceled, we will refund all monies within 14 days. **If we make a pre-departure “Major Change” to a trip, you may cancel within 7 days of notice, or up to departure, whichever is earlier, and receive a full refund within 14 days after your decision to cancel.** Only the following constitute “Major Changes:” (i) a change in the departure or return date unless the change results from a flight delay experienced by the Air Carrier, although a date change that we know of more than 2 days before the scheduled flight date or a delay of longer than 48 hours will always be considered a “Major Change;” (ii) a change in the origin or destination city of each flight leg, unless the change affects only the order in which cities named in the itinerary are visited; (iii) a substitution of any hotel or alternate hotel that is not named in the itinerary; or (iv) a price increase of more than 10 percent occurring 10 or more days before departure. If a “Major Change” occurs, we will notify you within 7 days after learning of the change but at least 10 days before the scheduled departure. If we first know of the “Major Change” less than 10 days before departure, we will notify you as soon as possible. **If a “Major Change” which you are unwilling to accept occurs after your initial outbound flight has been completed, we will refund, within 14 days after your scheduled return day, that portion of your payment which applies to the service not provided.** Your rights and remedies set forth herein, including the procedures for major changes, shall be in addition to any other rights or remedies available under applicable law, provided your receipt of a refund constitutes a waiver of such additional rights and remedies.

22. BAGGAGE: On the Aircraft, you are limited to 90 pounds of checked baggage in two bags (one bag of your choice limited to 50 pounds and one wheeled bag that we will send to you ahead of time for use on the Trip limited to 40 pounds), plus a few smaller carry-on items like a backpack and/or camera. In certain countries, Participants may fly on private light aircraft. Due to weight restrictions on these flights, you will only be allowed one bag, provided to you by us, plus your carry-on luggage (including camera equipment). For international flights, the Air Carrier’s liability is limited to the actual value of the baggage, but not more than 1,288 Special Drawing Rights, approximately \$1,777 per Participant, or amounts prescribed by applicable law, whichever is less, unless a higher value is declared at the time of check in and an appropriate excess valuation charge is paid. Baggage, when not handled by us, and personal effects are at all times your sole responsibility.

23. AIRCRAFT: The private jet flights will be performed using the Aircraft operated by the Air Carrier. We and the Air Carrier reserve the right to substitute equivalent aircraft or scheduled service, if necessary. Guests who actually travel on scheduled service will receive only the protections applicable to such scheduled service. Your Trip Itinerary may include flights on smaller aircraft operated by local approved airline carriers. Seating on these aircraft will be economy or economy with limited business seats, based upon the configuration of the aircraft.

24. INTERNATIONAL FLIGHTS: The operation of these flights may be subject to additional restrictions of the foreign governments involved, including the granting of landing rights for the flights. If Air Carrier cannot obtain these rights for any particular flight leg of the Trip, that flight leg will be canceled and alternative arrangements may be made at our discretion. Alternatively, you may cancel your reservation and receive a full refund if a flight leg is cancelled prior to first departure, or a refund of the unused itinerary if a flight leg is cancelled after first departure.

25. COMMERCIAL AIRFARE: We may be able to assist you in reserving commercial flights from your home city to Departure City, and Return City, to your home city, in the class of service that you prefer. Please ask for details.

26. TRAVEL AGREEMENT: The General Release, COVID-19 Release, and Travel Agreement (the “Agreement”) is an agreement containing a general release of liability, indemnity, assumption of risks and other provisions provided to you upon booking that incorporates this OPC. You will be required to sign and return the Agreement to us as soon as possible. We strongly advise that you not make any non-cancelable commitments until your reservation is confirmed. Once we receive your executed Agreement, your deposit and other amounts paid are subject to the cancellation policy unless otherwise stated in your Guest Confirmation. If you choose not to execute the Agreement, you have 48 hours after booking to cancel and receive a full refund of your deposit, or, if a Hold Period applies to your reservation, you have the Hold Period to cancel and receive a full refund of the Trip Price.

27. FORCE MAJEURE: Neither we nor our corporate parent, subsidiaries, affiliates, and assigns, employees, officers, directors, successors, representatives, agents, and independent supplies, will be held liable for any loss or damage due to delay, cancellation, or disruption in any manner caused by any of the following causes, to the extent beyond our reasonable control: acts of God, accidents, riots, wars, hostilities, blockages, revolutions, riots, insurrections, terrorist acts, epidemics or pandemics (including, but not limited to, COVID-19), quarantines, civil commotions, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, labor strikes, fire, explosions, or sabotage.

28. NAME CHANGES/TRANSFERABILITY: Reservations and Trip components are non-transferable. We will make a reasonable effort to accommodate changes to guest names prior to departure provided that at least one member of the originally-booked party travels; however, we reserve the right to pass on to you any third party costs (such as from airlines or Suppliers (as defined herein)) we incur in so doing.

29. GOVERNMENTAL ADVISORIES/NECESSARY TRAVEL DOCUMENTS: You are solely responsible for obtaining current travel advisories, warnings and requirements by contacting your travel agent, applicable embassies and consulates. We strongly encourage you to visit the U.S. State Department’s website at <https://travel.state.gov> and the U.S. Centers for Disease Control and Prevention website at <https://www.cdc.gov>. Non-U.S. residents should consult the appropriate consulates regarding passport, visa and other document requirements. All Guests must have valid government-issued proof of citizenship to travel, in addition to any other requirements of the country of origin and countries visited. Those without proper documentation may be denied travel. In addition, you may be denied entry to the countries visited if they do not meet the country’s entry requirements. If you did not purchase air travel through us, you are solely responsible for notifying us of flight changes affecting your arrival or we will not be able to meet you at the specified arrival airport. Failure to obtain documents does not negate the Agreement, and any extra costs incurred for rerouting due to travel without the necessary documents will be your responsibility.

You are solely responsible for obtaining any documents required for your participation on the Trip such as a valid passport, all visas, vaccination certificates, and any other documents which may be required by your Trip Itinerary or as required for traveling with minors.

30. GOVERNING LAW: YOU AGREE THAT ANY DISPUTE WHATSOEVER (WHETHER IN TORT, CONTRACT OR BASED ON STATUTE) IN CONNECTION WITH, RELATED TO, OR ARISING DIRECTLY OR INDIRECTLY FROM YOUR TRIP, YOUR PURCHASE OF A TRIP FROM US, THE AGREEMENT (INCLUDING THIS OPC), OR ANY OTHER DOCUMENTATION RELATED TO YOUR TRIP SHALL BE DETERMINED EXCLUSIVELY IN ACCORDANCE WITH THE LAW OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES. THE AGREEMENT (INCLUDING THIS OPC) AND ANY OTHER DOCUMENTATION RELATED TO YOUR TRIP SHALL BE DEEMED TO BE ENTERED INTO AND CONSUMMATED ENTIRELY IN THE STATE OF FLORIDA.

31. CALIFORNIA TRAVEL RESTITUTION CORPORATION: For Persons Located in California: This business is a participant in the Travel Consumer Restitution Corporation ("TCRC"). If you were located in California at the time of sale, you may request reimbursement from TCRC if you are owed a refund of more than US\$50 for transportation or travel services which was not refunded in a timely manner by us. The maximum amount which may be paid by the TCRC to any one Guest is the total amount paid by or on behalf of the Guest to us, not to exceed US\$15,000. A claim must be submitted to the TCRC within 12 months after the scheduled completion date of the travel. A claim must include sufficient information and documentation to prove your claim, plus a processing fee. You must agree to waive your right to other civil remedies against us for matters arising out of a sale for which you file a claim with the TCRC, if you were located in California at the time of the sale. You may submit a claim online at <https://tcrcinfo.org/file-a-claim> or request a claim form by writing to Travel Consumer Restitution Corporation, 468 Manzanita Avenue, Suite 1, Chico, CA 95926 or by faxing a request to (530) 809-1806. For Persons Not Located In California: If you were not located in California at the time of sale, this transaction is not covered by the California TCRC.

32. UNITED STATES TOUR OPERATORS ASSOCIATION \$1 MILLION TRAVELERS ASSISTANCE PROGRAM: Adventures by Disney, as an active member of USTOA, is required to post \$1 Million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA \$1 Million Travelers Assistance Program, the advance payments of Adventures by Disney's customers in the unlikely event of Adventures by Disney's bankruptcy, insolvency or cessation of business. Further, you should understand that the \$1 Million posted by Adventures by Disney may be sufficient to provide only a partial recovery of the advance payments received by Adventures by Disney. More details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 345 Seventh Avenue, Suite 1801, New York, New York 10001, or by email to information@ustoa.com or by visiting their website at www.USTOA.com opens in a new window.

33. COMPLETE TERMS: These terms are current as of the date of this printing and are subject to change at any time without notice.

*These terms will continue to apply to you for any complimentary overnight that may be offered and accepted by you immediately following the end of the Trip.

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